

CHARTER SCHOOL AGREEMENT

Dated

[INSERT EXECUTION DATE]

between

The Indiana Charter School Board

and

[Name of Organizer]

for

[Name of Charter School]

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CHARTER SCHOOL AGREEMENT

This Charter School Agreement, together with any attachments, addenda, and amendments (hereafter, the "**Charter**") is made and entered into this ___ day of ___, ___ by and between the Indiana Charter School Board (hereafter, the "**Indiana Charter Board**"), and _____ (hereafter, the "**Organizer**"). The Indiana Charter Board has authorized a designated representative to serve at the Indiana Charter Board's discretion assisting with the performance of the Indiana Charter Board's duties herein (hereafter, the "**Executive Director**"). The Indiana Charter Board may change the Executive Director and shall give written notice of any such change to the Organizer.

Section 1 Authority

1.1 Grant. The Charter is granted by the Indiana Charter Board to the Organizer for the maintenance and operation of one Indiana public charter school to be known as _____ (hereafter, the "**Charter School**").

1.2 Authority. The Charter is issued pursuant to the authority of IC § 20-24, as may be amended.

1.3 Discretion of Indiana Charter Board. All decisions with regard to the Charter, school proposals, applications, or applicants shall be made at the discretion of the Indiana Charter Board in accordance with applicable law. Further, nothing in any aspect of the Indiana Charter Board or Executive Director's review or deliberation with regard to the determination to issue or not to issue, or to renew or not renew, any particular charter, including, but without limitation, the application, the application review process, any charter instrument, and any correspondence, communication, or documentation relating thereto, grants or implies or can be construed to suggest to any person, entity, or organization, any property right under the United States Constitution, the Indiana Constitution, or applicable law.

Section 2 Legal Status and Establishment of Charter School

2.1 Legal Status. The Charter School is an Indiana public school and shall be subject to applicable federal and state law, in addition to any policies relating to charter schools adopted by the Indiana Charter Board.

2.2 Effective Date. The Charter shall take effect upon the execution of this document by the Indiana Charter Board and a duly authorized representative of the Organizer (the "**Effective Date**"). It is understood that prior to the Charter's issuance on the Effective Date, the proposed Charter is subject to modification or abandonment.

2.3 Prior Actions. Notwithstanding Paragraph 2.2, the Organizer shall not provide instruction to any student attending the Charter School until and unless: (a) the Organizer issues a written statement to the Executive Director, attesting to the Organizer's

completion, in a timely manner, of all of the prior actions set forth in Exhibit D (hereafter, the "**Prior Actions**"), and (b) the Executive Director has confirmed in writing the completion of such Prior Actions. The Prior Actions are in addition to any other conditions set forth in the Charter.

Section 3 Organizational Structure and Governance Plan

3.1 Organizer Within Indiana. The Charter School is established and operated by the Organizer, a not-for-profit corporation formed and organized under the applicable laws of the State of Indiana. The Organizer hereby represents that the Internal Revenue Service has (a) determined it to be tax-exempt, or (b) is reviewing the Organizer's application for tax-exempt status. If the Organizer has not received a determination by the Internal Revenue Service of its tax-exempt status as of the Effective Date, the Organizer must have received such determination before the Organizer may provide instruction to any students attending the Charter School, unless the Executive Director provides express written authorization that the Organizer may provide instruction to students attending the Charter School pending such determination. The Organizer shall immediately inform the Executive Director if its tax-exempt status is questioned, modified, or revoked by the Internal Revenue Service or if its not-for-profit corporation status is questioned, modified, or revoked by the State of Indiana.

3.2 Organizer Outside of Indiana. The Charter School is established and operated by the Organizer, a not-for-profit corporation formed and organized under the applicable laws of the State of its incorporation, other than Indiana, and registered to do business in Indiana. The Organizer hereby represents that the Internal Revenue Service has (a) determined it to be tax-exempt, or (b) is reviewing the Organizer's application for tax-exempt status. If the Organizer has not received a determination by the Internal Revenue Service of its tax-exempt status as of the Effective Date, the Organizer must have received such determination before the Organizer may provide instruction to any students attending the Charter School, unless the Executive Director provides express written authorization that the Organizer may provide instruction to students attending the Charter School pending such determination. The Organizer shall immediately inform the Executive Director if its state or federal tax-exempt status is questioned, modified, or revoked, if its not-for-profit corporation status is questioned, modified, or revoked by the State of its incorporation, or if its ability to conduct business in the State of Indiana is questioned, modified, or revoked by the Indiana Secretary of State.

3.3 Board of Directors.

a. The Organizer has a Board of Directors (hereafter, the "**Board**") whose members constitute the governing body of the Charter School and shall manage the Charter School's activities in compliance with the Charter and applicable law.

b. The Indiana Charter Board has conducted expanded background checks on each current Board member that meet the definition of an expanded criminal background check under IC § 20-26-2-1.5 prior to the execution of this charter. The Organizer represents that it has conducted, or will conduct within ninety (90) days of the Effective Date, expanded background checks on each current member of any subcommittee or sub-board to which the Organizer has delegated some authority regarding the Charter School that comply with Indiana Charter Board policy and that meet the definition of an expanded criminal background

check under IC § 20-26-2-1.5 after obtaining any necessary consents from the current subcommittee or sub-board member. Any person that has been convicted of the following acts shall be prohibited from serving on the Board, subcommittee, or sub-board unless such prohibition is expressly waived by the Executive Director in writing:

i. an offense described in IC § 20-26-5-11, whether occurring in Indiana or elsewhere; or

ii. any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud, whether occurring in Indiana or elsewhere.

c. The Organizer represents that it will conduct, at least fourteen (14) days prior to the approval of any new Board member, or new member of any subcommittee or sub-board to which the Organizer has delegated some authority regarding the Charter School: expanded criminal background checks on the prospective Board member that comply with Indiana Charter Board policy and that meet the definition of an expanded criminal background check under IC § 20-26-2-1.5 after obtaining any necessary consents from the prospective Board member. Any person that has been convicted of the following shall be prohibited from serving on the Board, sub-committee or sub-board, unless such prohibition is expressly waived by the Executive Director in writing:

i. an offense described in IC § 20-26-5-11, whether occurring in Indiana or elsewhere; or

ii. any theft, misappropriation of funds, embezzlement, misrepresentation, or fraud, whether occurring in Indiana or elsewhere.

3.4 Governance. The Organizer shall operate the Charter School under the governance plan set forth in its application for the Charter, together with any attachments, addenda, and amendments (hereafter, the “**Application**”), which Application is incorporated into and made part of the Charter as Exhibit A.

3.5 Conflict of Interest. Any Board member, officer of the Organizer, or individual who is to hold a leadership position in the operation of the Charter School, including any administrative position (together, “**Interested Persons**”), any family member of any Interested Person, or any organization in which the Interested Person has a more than a 2% ownership position, which has any direct or indirect financial interest in any party with which the Organizer contracts for services must disclose to the Board, or to a committee designated by the Board as having the authority to review potential conflicts of interest, the existence of his or her financial interest, and may be given the opportunity to disclose facts material to that interest to the Board or committee. A “financial interest” includes any current or potential ownership interest in, investment interest in, or compensation arrangement with such party. The term “family member” includes any spouse, parent, child, or sibling of the Interested Person. The disinterested members of the Board (that is, all members except for any Interested Person) or committee will evaluate the impact of the Interested Person's financial interest, assess whether a conflict of interest arises from the financial interest, and determine what action, if any, is appropriate with regard to the financial interest and any conflict of interest. The Board or

committee shall conduct whatever additional investigation is considered appropriate under the circumstances.

3.6 Dissolution. The Organizer represents that its governing documents provide that, upon dissolution, (1) the remaining assets of the charter school shall be distributed first to satisfy outstanding payroll obligations for employees of the charter school, then to creditors of the charter school; and (2) remaining funds received from the Indiana Department of Education (the "**Department**"), shall be returned to the Department not more than thirty (30) days after dissolution. If the assets of the charter school are insufficient to pay all parties to whom the charter school owes compensation under subdivision (1), the priority of the distribution of assets may be determined by a court.

3.7 Escrow Account for Dissolution. The Organizer will establish an escrow account in order to facilitate the wind down of operations and audit expenses that would be associated with the dissolution of the Charter School, should it occur. This escrow account shall be established in accordance with the Indiana Charter Board policy.

3.8 Third Party Responsibilities. To the extent that applicable law renders any of the Organizer's obligations set forth herein the responsibility of the Board, the Charter School, or any other third parties, as opposed to the Organizer, and to the extent that applicable law allows, the Organizer shall ensure that the responsible entity fulfills the obligations set forth herein in accordance with applicable law and the terms and conditions of the Charter. If the Organizer fails to ensure such obligations are fulfilled in accordance with applicable law and the terms and conditions of the Charter, the Organizer shall (a) indemnify the Indiana Charter Board and its employees, counsel, and representatives from any and all claims, actions, expenses, damages and liabilities, including costs and attorneys' fees, for the defense of any of the above, arising out of, connected with, or resulting from such failure; and (b) be deemed to have committed the act or omission itself for the purposes of determining whether the Indiana Charter Board may revoke the Charter under Paragraph 15.5 of the Charter.

Section 4 Operation of the Charter School

4.1 Application. The Organizer represents that the information provided in the Application was accurate when submitted and remains accurate as of the Effective Date. To the extent that modifications have been made to the Application between the time it was submitted to the Indiana Charter Board and prior to the Effective Date, such modifications shall (a) be reflected in the main body of the Application or in an amendment to the Application; and (b) be approved in writing by the Executive Director. The Application may be modified after the Effective Date only by a signed amendment thereto executed by the Organizer and the Executive Director. The Organizer and Executive Director agree that the Application sets forth the overall goals, standards, and general operational policies of the Organizer relating to the Charter School, and that the Application is not a complete statement of each detail of the Organizer's operation of the Charter School. To the extent that the Organizer desires to implement specific policies, procedures, or other specific terms of operation that supplement or otherwise differ from those set forth in the Application, the Organizer shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures, and terms of

operation are (i) not otherwise prohibited or circumscribed by applicable law or the Charter, or (ii) are not materially different from those set forth in the Application. To the extent there is a conflict between the terms of the Charter and the Application, the terms of the Charter shall govern.

4.2 Mission Statement. The Organizer shall operate the Charter School under the mission statement set forth in the Application. However, the Organizer may change, amend or otherwise modify its mission statement and such changes shall not require the permission of the Indiana Charter Board or constitute a revision to the Charter so long as such changes are generally consistent with the Application and the Organizer reports the modification to the Executive Director as part of its Annual Report as required by Paragraph 16.1 of the Charter.

4.3 School Improvement Plan. As permitted under IC § 20-31-5-2, the Charter shall serve as the Charter School's strategic and continuous school improvement and achievement plan (hereafter, the "**School Improvement Plan**"). To the extent that IC § 20-31 applies to the Charter in its function as the School Improvement Plan, the Organizer shall comply with the requirements under IC § 20-31.

4.4 Accountability Plan. The Indiana Charter Board has created an Accountability Plan that sets forth goals and performance indicators for the Organizer. The current version of the Accountability Plan is incorporated into the Charter as Exhibit C. The Indiana Charter Board may revise the Accountability Plan from time to time and will provide such revisions to the Organizer by May 1st of the school year in which the changes take effect. Guidelines for the specific terms, form and requirements of the Accountability Plan, including any required goals and measures, are maintained and disseminated by the Indiana Charter Board, and such guidelines shall be binding on the Organizer. Material amendments to the Accountability Plan shall be approved by the Executive Director. The Organizer understands that its success in meeting the goals and measures set forth in the Accountability Plan shall be the predominant criterion by which the success of the school shall be evaluated by the Indiana Charter Board upon the Organizer's application for renewal of the Charter.

4.5 Nonsectarian and Non-Religious. The Organizer shall ensure that the Charter School is nonsectarian and non-religious in its curriculum, programs, admission policies, employment practices, governance, and all other operations. The Organizer shall comply with the requirements of the United States and Indiana Constitutions, including those provided by the establishment clause of the First Amendment of the United States Constitution and article 1, section 6 of the Indiana Constitution. The Organizer shall not use any of the funds to operate the Charter School for the direct benefit of any religious organization or theological institution in a manner inconsistent with the Indiana and the U.S. Constitutions.

4.6 Educational Management Organizations. In the event the Organizer intends to contract with a third-party organization that will manage or operate the Charter School or provide a significant portion of the managerial or instructional staff to the Charter School, such relationship shall meet the requirements set forth in Exhibit K.

4.7 Third Party Contracts. No contract entered into by the Organizer with any third party shall amend, alter, or modify any provision of the Charter.

Section 5

Educational Program and Student Evaluation

5.1 Educational Program. The Organizer shall implement an educational program that permits students to meet or exceed the goals and measures of the Charter School as set forth in the Accountability Plan. The Organizer shall administer all state tests applicable to each grade as required by Indiana law, as well as any standardized or other examinations required by the Accountability Plan. Subject to the immediately foregoing requirements, the Organizer shall have the right to make any modifications to the educational program as it deems necessary including, but not limited to, the curriculum, pedagogical approach and staffing structure, and such modifications shall not require the permission of the Indiana Charter Board or be deemed a revision to the Charter, provided however, that any such modifications shall be generally consistent with the Application and applicable law, and the Organizer reports such modifications as part of its Annual Report as required by Paragraph 16.1 of the Charter. The Organizer shall maintain a copy of the curriculum and the Accountability Plan available for public inspection at the Charter School during normal school hours and shall provide a copy in response to any telephone or mail request by any person, as required under IC § 5-14-3 *et seq.*

5.2 Building Trades Apprenticeship Program. As prohibited under IC § 20-24-8-6, the Organizer shall not duplicate a Bureau of Apprenticeship and Training (BAT) approved Building Trades apprenticeship program.

Section 6 Pupil Enrollment

6.1 Grades Served; Number of Students. The Organizer shall provide instruction to pupils in such grade levels and enrollment numbers in each year of operation under the Charter as is set forth in the Application (the “**Projected Enrollment Structure**”).

(a) At maximum enrollment, the Organizer may enroll a total number of students different from such number as is set forth in the Projected Enrollment Structure (the “**Projected Total Enrollment**”) so long as (i) the total enrollment does not exceed one hundred and ten percent (110%) of the Projected Total Enrollment, or (ii) the total enrollment is not less than ninety percent (90%) of the Projected Total Enrollment;

(b) The Organizer may vary the number of students in any particular grade and/or number of students within a class from that provided for in the Projected Enrollment Structure for the purpose of accommodating staffing exigencies, attrition patterns and facilities.

(c) An Organizer shall obtain the prior written permission of the Executive Director for variances from the Projected Enrollment Structure, except as specifically set forth in subparagraphs (a) and (b). The Organizer may not make any change in the Projected Enrollment Structure, without the written permission of the Executive Director, that results in or has the effect of (i) eliminating or nearly eliminating a grade or grades the Organizer was scheduled to serve under the Projected Enrollment Structure; (ii) not enrolling any returning students scheduled to be served under the Projected Enrollment Structure; or (iii) eliminating any student’s seat after the student has been admitted.

6.2 Open Enrollment. The Organizer shall not establish admission policies or limit student admissions in any manner in which a public school is not permitted to establish admission policies or limit student admissions as referenced in Exhibit H, except as allowed for a single-gender charter school pursuant to IC § 20-24-5-4 and in accordance with the regulations

under Title IX for single-gender classes or schools issued by the U.S. Department of Education's Office for Civil Rights and as referenced in Exhibit F, or as provided in Paragraph 6.3, below.

6.3 Lottery. If the number of applicants for admission exceeds the capacity stated in the Charter for any grade, building, or program, the Organizer must conduct a random lottery for enrollment, giving each timely applicant an equal chance of admission, with the following exceptions:

a. The Organizer may provide that a student who attended the Charter School in the previous school year may continue to attend; and

b. The Organizer may allow the siblings of a student who attends the Charter School to be admitted to the Charter School.

The lottery shall be conducted during a public meeting pursuant to IC § 20-24-5-5 and as set forth in the Application, and shall be designed in such a manner that it gives a parent or any other legal guardian a reasonable opportunity to participate in the lottery.

6.4 Recruitment; Enrollment. The Organizer's recruitment and enrollment policies for the Charter School are subject to all federal and state law and constitutional provisions that prohibit discrimination on the basis of race, disability, gender, religion, national origin, ancestry, or color, except as allowed for a single-gender charter school as provided in Paragraph 6.2. Such recruitment and enrollment policies shall be approved by the Board and shall be consistent with applicable laws. Such policies shall provide in detail the procedures and practices utilized by the Charter School in regards to recruitment and enrollment, including, *inter alia*, the period in which applications for admission shall be timely, how to obtain an application for admission, the practices in operating the lottery, and the maintenance of a wait list. The Board shall have the authority to make changes to such policies and such changes shall not require the permission of the Executive Director or constitute a revision to the Charter. Such changes, however, must be consistent with applicable laws and regulations, and the Organizer must report material changes in recruitment and enrollment policies to the Executive Director as part of its Annual Report as required by Paragraph 16.1 of the Charter.

6.5 Student Records. The Organizer shall maintain all student records, including enrollment information, electronically on a system that is mutually acceptable to the Organizer and the Executive Director and which complies with the access and confidentiality requirements of state and federal law.

6.6 Student Identification Numbers. The Organizer shall assign and use student identification numbers both in administering ISTEP and in meeting other Indiana data reporting requirements. The Organizer shall follow procedures established by the State Board of Education and the Department for issuance and record-keeping concerning student identification numbers.

Section 7 School Calendar

7.1 School Calendar. The Charter School shall begin operations on the Effective Date and students shall be in attendance at the Charter School on _____. The Organizer may alter this date only upon express written approval by the Executive Director, which approval

or disapproval must be communicated to the Organizer within fifteen (15) business days after the Executive Director receives written notice from the Organizer of its proposed modification to this date.

7.2 Days and Hours of Operation. The days and hours of operation shall at all times be sufficient to achieve the academic achievement goals and other goals set forth in the Accountability Plan.

Section 8 Staff Responsibilities and Personnel Plan

8.1 Employee Benefits. Teachers and other staff who work at the Charter School shall be provided health insurance, retirement benefits, liability insurance, and other benefits:

- a. As described in the Application; or
- b. As otherwise negotiated with their employer.

To the extent that these benefits conflict, benefits provided pursuant to Paragraph 8.1b shall govern.

8.2 Teacher Licensing.

a. As required under IC § 20-24-6-5(a), the Organizer hereby represents that at least 90% of individuals, unless the Charter School requests and the State Board of Education approves a waiver for a lower percentage, who teach full time in the Charter School during the term of the Charter shall:

1. hold a license to teach in a public school in Indiana under IC § 20-28-5; or
2. be in the process of obtaining a license to teach in a public school in Indiana under the transition to teaching program set forth in IC § 20-28-4-2. The Organizer represents that any individual teaching at the Charter School under this option shall complete the transition to teaching program not later than three (3) years after beginning to teach at the charter school.

b. Any individual who does not hold a license may still teach at a Charter School if:

1. the individual is in the process of obtaining a license to teach in a charter school in Indiana under IC § 20-28-5-16;
2. the individual holds at least a bachelor's degree with a grade point average of at least a three (3.0) on a four (4.0) point scale from an accredited postsecondary educational institution in the content or related area in which the individual teaches.

Individuals qualifying under paragraphs 8.2b.1 and 8.2b.2 may not exceed ten percent (10%) of the full time teaching staff unless the Charter School requests and the State Board of Education approves a waiver for a higher percentage.

An individual who holds a part-time teaching position in the Charter School must hold at least a bachelor's degree with a grade point average of at least a three (3.0) on a four (4.0) point scale from an accredited postsecondary educational institution in the content or related area in which the individual teaches.

8.3 Non-Teacher Licensing. As required under IC § 20-24-6-5(e), the Organizer represents that any individual who provides a service to students at the Charter School that is not teaching, and for which a license is required under Indiana law, shall have the appropriate license to provide the service in Indiana.

8.4 Employment Applications; Background Checks. All applicants for employment with the Organizer who intend to provide services for the Charter School shall be required to submit employment applications. All employees of the Organizer who have direct, ongoing contact with children at the Charter School within the scope of the individuals' employment, and employees of contractors or sub-contractors of the Organizer who have direct, ongoing contact with children within the scope of the individuals' employment, and school volunteers, who have direct, ongoing contact with children, shall be subject to expanded criminal background checks, within 14 days of hiring or volunteering, that comply with Indiana Charter Board policy and that meet the definition of an expanded criminal background check under IC § 20-26-2-1.5 after obtaining any necessary consents from the individuals who are subject to the expanded criminal background checks.

8.5 Participation in Retirement Funds. The Organizer may participate in the Indiana state teachers' retirement fund, the public employees' retirement fund, or another employee pension or retirement fund, in accordance with IC § 20-24-6-7.

Section 9

Physical Plant

9.1 Applicable Law. As a Prior Action, the Organizer shall identify a location for the Charter School and develop facilities for the Charter School that comply with: (a) all applicable law, including building, fire and safety, and zoning and land use codes for school use; (b) the Charter; and (c) the Application. An organizer operating a virtual charter school may seek an exemption from this section by obtaining a prior written exemption from the Executive Director, which approval or disapproval must be communicated to the Organizer within ten (10) business days after the Executive Director receives written notice from the Organizer of its exemption request.

9.2 Material Changes. The Organizer shall notify the Executive Director immediately as to any of the following:

- a. Any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance;
- b. Any allegation that the Organizer or the lessor has breached any lease, deed or other land use agreement concerning the physical plant.

c. Any proposal to move the Charter School from its current facility to another or from its current location to another.

9.3 Construction of Facility. As required under IC § 20-24-7-7, if the Organizer uses public funds for the construction, reconstruction, alteration, or renovation of a public building, then bidding and wage determination law, and any other law relating to such projects, shall apply.

Section 10 Financial Operations of School

10.1 Organizer as Fiscal Agent. The Organizer is the fiscal agent for the Charter School. The Organizer has exclusive control of, and is responsible for, the funds received by the Charter School and the financial matters of the Charter School.

10.2 Separate Accounts. The Organizer shall maintain separate accountings of all funds received and disbursed for the Charter School and shall follow applicable law concerning separate maintenance of federal funds.

10.3 Adoption of Unified Accounting System. The Organizer shall adopt and implement the unified accounting system prescribed by the State Board of Education and State Board of Accounts (the “**SBOA**”).

10.4 Management and Financial Controls. The Organizer shall at all times maintain appropriate governance and managerial procedures and financial controls. By June 1 of the calendar year in which the Charter School is scheduled to begin instructing students, the Organizer shall provide a statement to the Executive Director concerning the status of management and financial controls (the “**Initial Statement**”). The Initial Statement must address whether the Organizer has documented adequate controls relating to:

(a) preparing financial statements in accordance with generally accepted accounting principles, and also with the requirements for charter schools established by the SBOA;

(b) payroll procedures;

(c) accounting for contributions and grants;

(d) procedures for the creation and review of quarterly financial statements, which procedures shall specifically identify the individual who will be responsible for preparing and reviewing such financial statements; and

(e) appropriate internal financial controls and procedures.

The Initial Statement shall be reviewed and ratified by the Board prior to its submission to the Executive Director. The Organizer shall thereafter retain an independent certified public accountant or independent certified public accounting firm to perform an agreed-upon procedures engagement (the “**Independent Accountants’ Report**”) in accordance with attestation standards established by the American Institute of Certified Public Accountants. The purpose of the engagement will be to assist the Board and the Executive Director in evaluating the Initial Statement and the procedures, policies and practices established thereunder. The engagement shall commence within forty-five (45) days after the date on which the Charter

School has received and disbursed more than \$50,000 in monies received from State funding. The resulting Independent Accountants' Report should be provided to the Board no later than forty-five days (45) after the commencement of such engagement. The Executive Director shall also be provided a copy of the Independent Accountants' Report. In the event that the Independent Accountants' Report reveals that any of the above management and financial controls (subparagraphs a – e of this paragraph) are not in place, the Organizer shall remedy such deficiencies no later than forty-five (45) days from the date the Independent Accountants' Report was received by the Charter School Board and shall provide to the Executive Director within that forty-five (45) day period a statement that all deficiencies identified in the Independent Accountants' Report have been corrected. Such statement shall identify the steps undertaken to correct the identified deficiencies. The Executive Director may require additional evidence to verify the correction of all such deficiencies. All documents required to be submitted pursuant to this paragraph shall be submitted electronically in accordance with guidance published by the Indiana Charter Board.

10.5 Financial Statements; Interim Reports. All financial statements that the Organizer is required to prepare shall be in accordance with generally accepted accounting principles then in effect for not-for-profit corporations, and also with the Unified Accounting System as required by the SBOA. During each year of operation, the Organizer shall prepare and submit to the Executive Director within forty-five (45) days of the end of each quarter of its fiscal year an unaudited statement of income and expenses for that preceding quarter in such form and electronic format as prescribed and published by the Indiana Charter Board.

10.6 Audits. Within six (6) months after the end of each Fiscal Year during the term of the Charter the Organizer shall comply with the annual auditing requirements for charter schools established by the SBOA as required under IC § 20-24-8-5(1) (the "**SBOA Audit**"). The Organizer shall submit to the Executive Director the audit of the Organizer's financial statements performed by a private examiner in accordance with the SBOA requirements for charter schools within 10 business days of receipt, and no later than January 15th. Any extension to this deadline must be granted in advance in writing by the Executive Director.

10.7 Fiscal Year. The Organizer shall adopt a July 1 through June 30 fiscal year. If applicable law requires the Organizer to implement a different fiscal year, the Organizer shall comply with both such requirements for all financial reporting purposes.

10.8 Annual Budget and Cash Flow Projections. The Organizer shall prepare and provide to the Executive Director a copy of its annual budget and cash flow projection for each fiscal year by no later than June 30 of the immediately preceding fiscal year. The annual budget and cash flow projection shall be in such form and electronic format as prescribed and published by the Indiana Charter Board.

10.9 Acquisition of Real and Personal Property. The Organizer may, for educational purposes, acquire real and personal property or an interest in real and personal property by purchase, gift, grant, devise, or bequest.

10.10 No Tuition. The Organizer shall not charge tuition for any student, except that it may charge for preschool or before-and-after-school programs unless prohibited under applicable law.

10.11 Other Funding. The Organizer shall make all applications, enter into all contracts, and sign all documents necessary for the receipt by the Charter School of any aid, money, or property from the federal government, and also from private funders.

10.12 Indiana Charter Board Administrative Fee. The Organizer shall pay an administrative fee to the Indiana Charter Board in an amount equal to no more than three percent (3%) of the total amount the Organizer receives during the calendar year under IC § 20-24-7-4 and IC § 20-43-1-8. This administrative fee shall be established and published by the Indiana Charter Board. A *pro rata* amount of the fee shall be due and payable to the Indiana Charter Board within thirty (30) days from the date of the Indiana Charter Board's invoice for such fee.

Section 11

Insurance; Indemnification

11.1 Insurance. The Organizer shall maintain as a Prior Action a schedule of insurance as specified by the Indiana Charter Board's Executive Director.

11.2 Indemnification. The Organizer indemnifies and holds the Indiana Charter Board and its officers, employees, counsel, consultants, and those acting on behalf of the Indiana Charter Board's officers, employees, counsel, consultants, harmless from any claim, action, expense (including attorneys' fees), damage, and liability, arising out of, connected with, or resulting from the Organizer's operation of the Charter School, including:

a. The negligence, recklessness, intentional wrongful act, misconduct or culpability of the Organizer, the Board, or the Charter School and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, sub-contractors, or lessors;

b. An act by the Organizer and those acting on behalf of the Organizer as officers, employees, agents, representatives, contractors, sub-contractors, or lessors that would serve as a basis for the Indiana Charter Board's revocation of the Charter pursuant to Paragraph 15.5;

c. Any failure by the Organizer, the Board, or the Charter School and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, or sub-contractors to pay employees, suppliers, lenders, creditors, contractors, or sub-contractors;

d. The hiring, supervision, or discipline of any officer, employee, agent, representative, volunteer, or student of the Organizer, the Board, or the Charter School, and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, or sub-contractors;

e. The obligations of the Organizer, the Board, or the Charter School and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, or sub-contractors under the United States Constitution, the Indiana Constitution, and applicable law;

f. The infringement of patent or other proprietary rights by the Organizer, the Board, or the Charter School and those acting on behalf of these entities as officers, employees, agents, representatives, contractors, or sub-contractors in any material, process, machine, or appliance used in the operation of the Charter School; or

g. The Indiana Charter Board's oversight responsibilities set forth in IC § 20-24-9-3.

11.3 Surviving Provisions. Notwithstanding the expiration, non-renewal, rescission, or revocation of the Charter, the Organizer agrees that the insurance coverage requirements required under Paragraph 11.1, and the duty to indemnify described in Paragraph 11.2 and Paragraph 3.8 shall continue in force and effect with respect to any claim, action, expense (including attorneys' fees), damage or liability arising out of, connected with, or resulting from the operation of the Charter School until such claim, action, expense (including attorneys' fees), damage, or liability is barred by any applicable statute of limitations.

11.4 Notice of Potential Claims. The Organizer and the Executive Director shall make a good faith effort to notify each other of any actual or potential claims subject to indemnification under Paragraph 11.2, but failure to do so shall not invalidate the Organizer's indemnification duties herein.

Section 12

Transportation Plan

12.1 Transportation Plan. The Organizer shall develop, implement, and maintain as a Prior Action a transportation plan. Any transportation plan shall comply with the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11431, as well as the Individuals with Disabilities Education Act and 511 IAC 7-43-1(u), if and as applicable.

Section 13

Discipline and Safety Program

13.1 Discipline; Student Rights; School Safety. The Organizer shall develop, implement, and maintain as a Prior Action a school safety plan, including a discipline plan, to provide for a safe environment at the Charter School for students, staff, volunteers, and visitors. The school safety plan shall include an emergency preparedness plan for the Charter School that meets the requirements set forth in 511 IAC 6.1-2-2.5.

13.2 Expulsion or Involuntary Transfer. No student shall be expelled or transferred involuntarily from the Charter School except in accordance with applicable law governing the conduct and discipline of students, including among other provisions IC § 20-33-8-19, IC § 20-33-8-21, and IC § 20-33-8-22 and as is further described in Exhibit J.

Section 14

Compliance Issues

14.1 Constitution; Discrimination Law; Applicable Law Generally. The Organizer shall comply with the United States Constitution; the Indiana Constitution; all federal and state law provisions that prohibit discrimination on the basis of age, disability, race, color,

gender, national origin, religion or ancestry; the Indiana statutes specified in IC § 20-24-8-5; and any other applicable law.

14.2 Compliance Obligations under IC § 20-24. The Organizer specifically acknowledges its obligations under IC § 20-24 to abide by any applicable requirements set forth therein, as may be amended.

14.3 Special Education Students. The Organizer acknowledges that it shall comply with any applicable law, including The Individuals with Disabilities Education Act, 511 IAC 7 (“**Article 7**”), The Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, as are further described in Exhibit E, that relates to the provision of services to special education students attending the Charter School.

14.4 ELL Students. The Organizer shall provide instruction at the Charter School for students eligible for English Language Learner instruction as provided by law and without discrimination against such students.

14.5 Access to Public Records Law. Records relating to the Organizer’s Charter and the operation of the Charter School that are in the possession, custody, or control of the Organizer are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying pursuant to IC § 5-14-3.

14.6 State and Federal Law; Inspection. Records provided by the Organizer to the Department or the Executive Director that relate to compliance by the Organizer with the terms of the Charter or applicable law are subject to inspection and copying pursuant to IC § 5-14-3.

14.7 Open Door Law. The Organizer's operation of the Charter School is subject to the requirements of the Open Door Law governing public meetings pursuant to IC § 5-14-1.5.

14.8 Criminal History Information Policy. The Organizer shall create and implement a policy for conducting criminal history background checks in its operation of the Charter School that is consistent with IC § 20-26-5-10.

14.9 Monitoring Plan and Oversight. The Organizer and the Board acknowledge that the Indiana Charter Board and its authorized agents have the right to visit, examine and inspect the Charter School and its records during or outside of school hours, on a scheduled or unscheduled basis. To permit the Indiana Charter Board to fulfill this oversight function under the Act and ensure that the Charter School is in compliance with all applicable laws and regulations and the terms and conditions of this Charter, the Organizer agrees to abide by the Monitoring Plan that the Indiana Charter Board will implement, the requirements of which are set forth as Exhibit B.

14.10 Notice of Litigation. The Organizer shall notify the Executive Director within five (5) days of being named as a plaintiff or defendant in any court proceeding or as the subject of any administrative enforcement proceeding arising from the operation of the Charter School.

Section 15

Term, Review, Renewal, Corrective Plans, and Revocation

15.1 Term. The term of the Charter shall commence on the Effective Date and end forty-five (45) days after completion of the fifth (5th) school year of the Charter School.

15.2 Performance Review and Performance Targets. The Executive Director shall review the Organizer's performance no less frequently than annually, with the content and scope of each review to be determined by the Executive Director. As part of the overall review process, the Executive Director shall review the Organizer's performance in operating the Charter School. Such performance review shall include methods for holding the Organizer accountable for improvement in student performance as measured by the following, if appropriate for grade level:

- a. Results on mandatory annual assessments, as defined in 511 IAC 6.2-6-1, including the number and percentage of students meeting state academic standards;
- b. Student attendance rates;
- c. Student enrollment data, including the number of students enrolled and the number of students expelled;
- d. Graduation rates;
- e. Number and percentage of students completing the Core 40 curriculum and results on Core 40 end of course assessments, as well as participation in and passage rates from other college and career ready indicators such as advanced placement, dual credit, and International Baccalaureate curricula or courses;
- f. Number of academic honors and technical honors diplomas; and
- g. Student academic growth.

The Charter School will also be evaluated on its financial performance and stability, and on its governing board performance and stewardship, as described in IC § 20-24-4-1.

The Charter School shall set annual performance targets in conjunction with the Executive Director of the Indiana Charter Board, as described in IC § 20-24-4-1.

15.3 Renewal. The Charter may be renewed or not renewed, solely at the discretion of the Indiana Charter Board. In considering any renewal, the Indiana Charter Board shall request the Executive Director to review the Organizer's performance in operating the Charter School, including the progress of the Charter School in achieving the academic goals set forth in the Application and the Accountability Plan and comply with the process set forth in IC § 20-24-4-1 and IC § 20-24-4-3. In addition, the Organizer may choose not to renew the Charter and shall communicate its intent to not seek renewal of the Charter to the Executive Director in writing by September 1st of the final charter year.

15.4 Corrective Plan. If the Indiana Charter Board determines that the Charter School is not progressing toward one or more of the performance goals set forth in the

Accountability Plan, or that the Charter School is not in compliance with the terms and conditions of the Charter, including, but not limited to, the requirements of the Charter and the Monitoring Plan, then the Indiana Charter Board, in consultation with the Organizer, may require the Organizer to implement a corrective plan (“**Corrective Plan**”). Nothing contained herein shall require the Indiana Charter Board to require the Organizer to develop a Corrective Plan or be in derogation of the Indiana Charter Board’s ability to revoke the Charter, place the Charter School on probationary status, or initiate mandatory remedial action in accordance with Paragraphs 15.5, 15.6 and 15.7 of the Charter.

15.5 Grounds for Revocation. The Charter may be revoked by the Indiana Charter Board at any time before the expiration of the term if the Executive Director determines that one (1) of the following has occurred:

- a. The Organizer fails to fulfill any of its obligations in the Charter;
- b. The Organizer violates any of its representations in the Charter;
- c. The Organizer fails to comply with any of the terms and conditions set forth in the Charter;
- d. The Organizer fails to commence Charter School operations or have students in attendance at the Charter School in accordance with Section 7;
- e. The Organizer fails to meet the educational goals of the Charter School set forth in the Application, the Accountability Plan, or the Charter;
- f. The Organizer fails to comply with the U.S. Constitution, the Indiana Constitution, or other applicable law;
- g. The Organizer fails to use the accounting principles required under applicable law;
- h. The Executive Director believes the health or safety of students attending the Charter School may be in jeopardy; or
- i. The Organizer files for bankruptcy or becomes insolvent.

15.6 Cause for Revocation; Notice. If the Executive Director becomes aware of circumstances that may provide cause for revocation of the Charter as set forth under Paragraph 15.5, the Executive Director shall provide the Organizer with written notice of such circumstances and state a date, which shall not be less than fifteen (15) business days from the date of such notice, by which time the Organizer must respond in writing (a) showing cause why the Charter should not be revoked or (b) proposing to cure the condition.

15.7 Non-Renewal, Revocation, or Expiration. If the Charter is not renewed, is revoked, or expires:

a. the Organizer shall be responsible for winding down the operations of the Charter School, including payment of any and all debts, loans, liabilities (contingent or otherwise) and obligations incurred at any time by the Organizer in connection with the operation of the Charter School. Under no circumstances shall the Indiana Charter Board, or its employees, agents, or representatives, or those acting on behalf of the Indiana Charter Board's employees, agents and representatives, be responsible for such obligations.

b. the Organizer shall cooperate with the Executive Director to effect the orderly closing of the Charter School.

Section 16 Reporting Requirements

16.1 Annual Reports. By the due dates set forth under IC § 20-24-9 and IC § 20-20-8, and no later than October 1 for all other reports requested by the Indiana Charter Board unless otherwise indicated below, the Organizer shall submit to the Executive Director and the Department an Annual Report setting forth the academic program and performance of the Charter School for the preceding school year. The Annual Report shall be in such form as shall be prescribed by the Executive Director and the Department and shall include at least the following components:

a. Annual Performance Report. As required by IC § 20-24-9-6, the Organizer shall publish a performance report not earlier than January 15 or later than January 31 that provides the information required by the Department under IC § 20-20-8-8. The Organizer shall provide a copy to the Executive Director of its performance report.

b. Accountability Plan Progress Report. By October 1, the Organizer shall submit a report on the progress of the Charter School in meeting the goals and measures of the Accountability Plan during the previous school year (the "**Accountability Plan Progress Report**"). The Accountability Plan Progress Report must contain data addressing each goal and measure in the Accountability Plan and should report data as required by the Indiana Charter Board in order for the Indiana Charter Board to substantiate outcomes. The Accountability Plan Progress Report shall be prepared pursuant to any requirements set forth by the Executive Director, including the Annual Reporting Guidelines. Should the Accountability Plan Progress Report indicate that the School has not met one or more of the goals in its Accountability Plan, the Indiana Charter Board may require the Organizer to submit a Corrective Plan pursuant to Paragraph 15.4 of the Charter.

c. School Calendar. The school calendar consistent with Paragraphs 7.1 and 7.2 of the Charter, setting forth the days and hours of operation for the regular school session as well as the summer session in the succeeding calendar year, if any is to be provided.

d. Statement of Assurances. The statement of assurances relating to the compliance with requirements under the Charter and applicable law, the form and requirement of which shall be determined by the Indiana Charter Board and contained in the Annual Reporting Guidelines.

e. Conflict of Interest Report. A report regarding any conflict of interest issues that arose under Paragraph 3.5 of the Charter and the resolution of such issue, if any.

f. Enrollment Report. A report regarding the number of students enrolled, the number of students expelled, and the attendance rate.

g. Attrition Report. A report regarding rates of attrition for both students and all staff members, including teachers, during the previous fiscal year, the form and requirements of which shall be determined by the Indiana Charter Board and contained in the Annual Reporting Guidelines.

h. Charter School Changes Report. A brief report, as more fully described in the Annual Reporting Guidelines, setting forth changes to the Charter School's educational program and mission as well as governance and organizational structure for the Organizer and Charter School, during the previous fiscal year.

16.2 Financial Reports. The Organizer shall provide the financial reports required by Paragraphs 10.4, 10.5, 10.6 and 10.8 of the Charter pursuant to the terms and dates specified therein.

16.3 Other Reports.

a. Enrollment Report. Not later than the date established by the Department for determining average daily membership under IC § 20-43-4-2, and after May 31, the Organizer shall submit to the Department any information required under IC § 20-24-7-2(a).

b. Additional Information. The Organizer shall submit any additional reports (or supplements to any of the reports herein) as set forth in the Accountability Plan or requested by the Executive Director.

16.4 Public Inspection. The Executive Director may make any of the reports herein available for public inspection, to the extent permitted under applicable law.

Section 17
General Provisions

17.1 Notice. All notices, reports, and other documents covered by the Charter and required to be sent to one of the parties shall be in writing and shall be delivered by hand or by U.S. Certified Mail, return receipt requested, to the following contacts, as applicable, at the address shown or to such other address as may be provided by notice under this paragraph:

If to the Executive Director:

Executive Director
Indiana Charter School Board
Indiana Government Center North
100 North Senate Avenue, Room 1049

Indianapolis, IN 46204

If to the Organizer:

[Name/Address]

17.2 Governing Law. The Charter shall be governed by, subject to, and construed under the laws of the State of Indiana without regard to its conflicts of laws provisions.

17.3 Waiver. No waiver of any breach of any provision of the Charter shall be held as a waiver of any other or subsequent breach.

17.4 Counterparts; Signature by Facsimile. The Charter may be signed in counterparts, which shall together constitute the original Charter. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

17.5 Amendment. The Charter may be amended only by a written instrument executed by the mutual consent of the Organizer and the Executive Director.

17.6 Severability. In the event that any provision of the Charter, or the application thereof, shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of the Charter and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of the Charter shall continue to be valid and may be enforced to the fullest extent permitted by law.

17.7 Entire Charter. The Charter supersedes and replaces any and all prior agreements and understandings between the Indiana Charter Board (or the Board's officers, employees, counsel, consultants, agents, representatives, and those acting on behalf of the Indiana Charter Board's officers, employees, counsel, consultants, agents and representatives) and the Organizer (or the Organizer's duly authorized representatives).

17.8 Construction. The Charter shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Charter. Each party has had time to review this Charter. Neither party shall be interpreted as the drafter.

17.9 Disputes. The Organizer and Indiana Charter Board shall not exercise any legal remedy with respect to any dispute arising from the Charter without (a) first providing written notice to the other party setting forth a description of the dispute, and (b) thereafter, meeting with the other party and attempting in good faith to negotiate a resolution of such dispute. If the parties fail to reach a resolution, the Organizer may request a proceeding that shall be governed by IC 4-21.5. This provision shall not apply to the Indiana Charter Board revocation rights under Paragraph 15.5.

17.10 No Third-Party Beneficiary. Nothing in the Charter expressed or implied shall be construed to give any non-party any legal or equitable rights hereunder.

17.11 Assignment. The Organizer may not transfer or assign any of its rights or obligations under the Charter without the amendment of the Charter.

17.12 Definitional Provisions. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or

plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. When a reference is made in the Charter to an introduction, recital, section, paragraph or attachment, such reference shall be to an introduction, recital, section or paragraph of, or an attachment to, the Charter unless otherwise indicated. The words “hereof”, “herein” and “hereunder” and words of similar import shall be deemed to refer to the Charter as a whole and not to any particular provision of the Charter. The headings contained in the Charter are for reference purposes only and shall not affect in any way the meaning or interpretation of the Charter. Whenever the words “include,” “includes” or “including” are used in the Charter, they shall be deemed to be followed by the words “without limitation.” Accounting terms not expressly defined in the Charter shall have the respective meanings given to them under generally accepted accounting principles. The words “applicable law” shall mean any federal, state, or local laws, rules, regulations, ordinances, or other legal authority to which the entity in question is subject.

17.13 Authority. The Organizer is duly authorized to enter into the Charter, and the persons executing the Charter have been duly authorized to do so by the Board.

17.14 Surviving Provisions. In addition to the surviving terms and conditions set forth in Paragraph 11.3, Paragraphs 3.6, 15.7, 17.9, and 17.10 shall also survive the expiration, non-renewal, or revocation of the Charter.

17.15 Report Due Dates. If an Organizer is obligated to provide reports or other information on a date that falls on a holiday or weekend, the Organizer may provide such reports or other information on the next business day after the holiday or weekend.

17.16 Order of Precedence. In the event of any inconsistency in or conflict among the document elements of this Charter, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) the Charter; (2) Exhibits D through K; (3) Exhibits B and C; and (4) Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed the Charter as of the day and year stated below.

Duly Authorized Representatives of
[Organizer]

By: _____

Print Name: _____

Title: _____

Date: _____

Attest:

By: _____

Print Name: _____

Title: _____

Date: _____

Duly Authorized Representatives of
The Indiana Charter School Board

By: _____

Print Name: _____

Title: Executive Director

Date: _____

Attest:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

APPLICATION

[INSERT CHARTER APPLICATION HERE]

EXHIBIT B

MONITORING PLAN

Monitoring Plan

As provided in Paragraph 14.9 of the Charter, the Organizer agrees to abide by a Monitoring Plan, the general components of which are set forth below. The requirements of the Monitoring Plan are in addition to any notification, record-keeping, or reporting requirements set forth in the Charter or applicable law, including any obligation to receive the written approval of the Executive Director or the Indiana Charter Board, and/or to seek approval for revision of the Charter.

The Executive Director may designate Indiana Charter Board representatives to enter the premises of the Charter School during or outside of school hours, on a scheduled or unscheduled basis, to monitor whether the Organizer is operating the Charter School in compliance with applicable laws and regulations and with the terms and conditions of this Charter. To the extent permitted under applicable law, the Organizer shall maintain the following information at the Charter School and make it available to the Executive Director and designated Indiana Charter Board representatives upon request no later than the second (2nd) business day following such request; or, if the information has not yet been disclosed by a third party, no later than five (5) business days of receipt of such information by the Organizer:

1. The Organizer's Articles of Incorporation;
2. The Organizer's by-laws;
3. Board policies;
4. List of all current and former Board members;
5. The Charter with all Exhibits, including the Application and the Accountability Plan;
6. The Organizer's enrollment and admissions process for the Charter School;
7. A list of all formerly and currently enrolled students and, for each student, the following information: full legal name, student identification number (for purposes of state testing), birth date, address, school corporation in which the student resides, and names and addresses of legal guardians; and documentation of a student's suspension or expulsion (if applicable);
8. Student health and academic records, including results on academic assessments required by applicable law;
9. Individual Education Programs and other documentation concerning the Individuals with Disabilities Education Act as well as documentation concerning Section 504 of the Rehabilitation Act of 1973 for all students with disabilities formerly and currently enrolled in the Charter School;

10. A list of all former and current staff members and teachers who work or worked at the Charter School and, for each one, the following information: name, birth date, address, compensation, evidence of credentials and/or certification to teach or progress toward certification to teach (if applicable), documentation of termination or resignation (if applicable);
11. Evidence that required expanded background checks have been conducted;
12. Evidence of insurance;
13. Lease agreements and/ or mortgages or deeds;
14. Documentation of loans and other debt of the Organizer related to Charter School;
15. Contracts in excess of \$1,000, including management contracts;
16. School policies in areas such as financial management, personnel, student discipline (including suspension and expulsion), complaints, health and safety, student privacy and transportation, Public Access Laws, Open Door Law and other areas required by the Charter;
17. Copies of all required certifications, and health and safety-related permits for occupancy of the physical plant for the purposes of the Charter School.
18. Grievances made by students, parents, teachers, and other employees of the Organizer including, but not limited to, complaints received by the Board, together with documentation of all actions taken in response;
19. Inventory of all assets of the Charter School that have been purchased with public funds including grant funds; and
20. Documents sufficient to substantiate the Charter School's progress on the measurable goals set forth in the Accountability Plan.

The Organizer shall maintain copies of these records for at least three (3) years after the expiration, non-renewal, or revocation of the Charter, during which period, the Organizer shall make such records available, to the extent permitted under applicable law, to the Executive Director upon request no later than the second (2nd) business day following such request; or, if the information has not yet been disclosed by a third party, no later than five (5) business days of receipt of such information by the Organizer. Upon the closing of the charter school, the Organizer shall find a permanent location (e.g., a school corporation, a charter school) to maintain students' educational records. The Organizer shall inform students and parents of the location of the educational records and provide notice of the procedure by which to access these records.

B. To corroborate information submitted by the Organizer to the Executive Director, and in order to ensure the Organizer's full compliance with applicable laws and the Charter, the Indiana Charter Board or its representatives may:

1. Conduct one Formal Site Visit per year. In addition, the Indiana Charter Board may conduct one or more Monitoring Site Visits per year. Such visits may include an inspection of the physical plant, all categories of records set forth in subsection A of the Monitoring Plan, interviews with the director of the school and other personnel, and observation of instructional methods. Site Visits may be conducted by Indiana Charter Board staff or Board members, consultants or agents of the Indiana Charter Board. Visits may be on a scheduled or unscheduled basis.
2. Require the Charter School to make available necessary information in response to the Indiana Charter Board's inquiries, including information necessary for the Indiana Charter Board to prepare annual or semi-annual evaluations of the school's academic program, financial operations, future outlook and other areas;
3. Conduct internal investigations as appropriate on its own initiative or in response to concerns raised by students, parents, employees, and other individuals or groups; and
4. Review as necessary the Charter School's operations to determine whether any changes in such operations require formal revision of the charter pursuant to Paragraph 17.5 of the Charter and, if so, determine whether such revision should be recommended for approval.

EXHIBIT C

ACCOUNTABILITY PLAN

**PLEASE REFER TO THE MOST RECENT VERSION OF
THE ICSB ACCOUNTABILITY PLAN POSTED ON THE
ICSB WEBSITE.**

EXHIBIT D

PRIOR ACTIONS

PRIOR ACTIONS

Pursuant to Paragraph 2.3 of the Charter, the Organizer has agreed that it shall not provide instruction to any student attending the Charter School until and unless: (a) the Organizer issues a written statement to the Executive Director, attesting to the Organizer's completion in a timely manner, of all Prior Actions, and (b) the Executive Director shall have confirmed in writing the completion of such Prior Actions. A checklist of the Prior Actions required of the Organizer are as set forth in this Exhibit (the "**Prior Action Checklist**"), and shall be completed in the time periods set forth hereunder.

By or before the time periods set forth hereunder, the Organizer shall provide to the Executive Director for each item on the Prior Action Checklist an indication of whether such item has been completed as of such date. For each item not then completed, the Organizer shall provide a status report and indicate the date on which such item shall be completed.

The Executive Director or other designated representatives of the Indiana Charter Board will visit the Charter School Building for an inspection and review prior to the time that the Charter School is scheduled to commence instruction (the "**Pre-Opening Site Visit**"). The Pre-Opening Site Visit will occur, at the earliest, fifteen days prior to such date. The Pre-Opening Site Visit will be structured according to the checklist set forth below. The Organizer shall have available for review by the Indiana Charter Board all documents necessary to confirm the completion of each item required.

If the Organizer does not complete any of these Prior Actions in a timely manner, the Indiana Charter Board shall be permitted to exercise revocation rights under Paragraph 15.5c of the Charter, subject to the notice and cure provisions set forth under Paragraph 15.6 of the Charter.

Indiana Charter School Board Charter School Prior Action Checklist

I. Governance and Management

Item	Area of Review	Deliverable	Status and Follow-Up Actions	Date Completed
<i>Target Completion for most items: 1 month prior to the school's first day of student attendance</i>				
1	Board of Directors is actively governing the school.	<ul style="list-style-type: none"> List of current members of the school's Board of Directors, including resumes with contact information. Meeting minutes from one Board meeting within the last 60 days preceding the Pre-Opening Site Visit. 		
2	Permanent head of school has been named.	<ul style="list-style-type: none"> Written notice that the head of school has been hired should be provided to ICSB staff. Notice should include a copy of the head of school's resume. <u>NOTE:</u> target completion for the head of school to begin employment at the school is three months prior to the school's first day of student attendance. 		
3	Other key leadership roles in the school are filled.	<ul style="list-style-type: none"> Updated organizational chart or staffing plan with names of specific individuals occupying key leadership roles at the school. <u>NOTE:</u> Documentation may overlap with Item 9 below. 		
4	Expanded background checks completed for all Board members and the school leadership (IC § 20-26-5-10).	<ul style="list-style-type: none"> Expanded background check results for Board members, members of any subcommittee or board to which the Organizer has delegated some authority regarding the charter school, and school leadership are on file. <u>NOTE:</u> most, if not all, Board member background checks will have been completed 		

		<p>prior to charter agreement execution. If new Board members have joined since that time, background checks must be conducted per these guidelines.</p> <ul style="list-style-type: none"> • NOTE: for the duration of the school's operation, these background checks must be completed 14 days prior to the approval of any new Board members or staff. 		
5	By-laws have been ratified.	<ul style="list-style-type: none"> • Copy of ratified by-laws or a board resolution approving by-laws, if a ratified copy was not submitted with the original charter application or if changes have been made to the by-laws since application submission. 		
6	<i>If applicable:</i> Management contract with the Educational Management Organization (EMO) has been executed.	<ul style="list-style-type: none"> • Copy of executed management contract approved by the Indiana Charter School Board and signed by representatives of management company and school's Board of Directors. 		
7	Determination of tax-exempt status from the IRS has been received.	<ul style="list-style-type: none"> • Copy of letter from the IRS documenting the tax-exempt status and tax identification number. 		
8	Names of Board of Directors have been listed on school website, if one exists.	<ul style="list-style-type: none"> • Board member names have been added to the school's website, per Indiana statute, if a website has been developed. 		

II. Staffing

Item	Area of Review	Deliverable	Status and Follow-Up Actions	Date Completed
9	The number of teachers is adequate and their assignments match the staffing plan.	<ul style="list-style-type: none"> • Written staffing plan outlining number of teaching staff by grade level, subject area, and title, as well as all administrative positions. NOTE: Documentation may overlap with Item 3 above. 		
Target Completion: 1 month prior to the school's first day of student attendance				
10	Teaching staff comply with Indiana charter school licensing requirements.	<ul style="list-style-type: none"> • Copies of valid Indiana teacher's licenses listing 		

		<ul style="list-style-type: none"> certification areas; or • Proof that an individual is in the process of obtaining such license; or • Proof that the individual holds at least a bachelor's degree with a grade point average of at least a three (3.0) on a four (4.0) point scale from an accredited postsecondary educational institution in the content or related area in which the individual teaches; and • Proof of compliance with any statutory exemptions. 		
11	Special Education Teacher of Record	<ul style="list-style-type: none"> • Signed contract for special education teaching staff, <u>OR</u> copy of valid Indiana teacher's license for on-staff special education teacher of record 		
12	The school has adequate Special Education and English Language Learner staffing in place to meet the needs of enrolled students	<ul style="list-style-type: none"> • Assurance that the school has hired or contracted with certified Special Education staff, speech and language therapists, occupational and physical therapists, and/or any other staff as required to meet the needs of enrolled students. If services will be contracted, the school must provide a copy of the signed contract. • Assurance that the school has hired or contracted with qualified English Language Learner staff as required to meet the needs of enrolled students. If services will be contracted, the school must provide a copy of the signed contract. 		
13	Expanded background checks completed for all staff members and volunteers (including parents) who have contact with children (IC § 20-26-5-10).	<ul style="list-style-type: none"> • Expanded background check authorizations and results for all staff members and volunteers are on file. • <u>NOTE:</u> for the duration of the school's operation, these background checks must be completed within 14 days of hiring any new staff or the use of 		

		volunteers in school.		
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III. Curriculum and Instruction

Item	Area of Review	Deliverable	Status and Follow-Up Actions	Date Completed
Target Completion: 1 month prior to the school's first day of student attendance				
14	Needed instructional materials and supplies have been distributed to classrooms at every grade level.	<ul style="list-style-type: none"> Appropriate distribution of curricular materials, computers, and supplies is evident at time of Pre-Opening Site Visit. 		
15	A school calendar and class schedules exist and provisions have been made for them to be available to every student and family.	<ul style="list-style-type: none"> Copies of the annual school calendar and class schedules. 		
16	The school is prepared to provide instruction in each approved grade and only in such grades.	<ul style="list-style-type: none"> Master schedule and staffing plan. NOTE: This item may overlap with Items 9 and 14 above. 		

IV. Students and Parents

Item	Area of Review	Deliverable	Status and Follow-Up Actions	Date Completed
Target Completion: 1 month prior to the school's first day of student attendance				
17	The school has developed required policies and procedures related to serving Special Education students, student discipline (including Special Education students), complaints/grievances, the Family Educational Rights and Privacy Act (FERPA), and Indiana's Public Access Laws, and has made appropriate policies available to students and their families in a Student and Family Handbook.	<ul style="list-style-type: none"> Copy of Student and Family Handbook containing the specified policies, including suspension and expulsion policies, as well as the rights of individuals to attend Board Meetings. Copy of required staff policies and procedures manual, consistent with IDEA and Article 7, for serving Special Education students. Copy of required staff procedures, consistent with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), for storage/handling of student files in school. Such procedures should be included in the 		

		school's staff training manual or business/operations handbook.		
18	Student enrollment procedures have been documented and a student roster is available to teachers.	<ul style="list-style-type: none"> • Summary of school enrollment statistics including number of currently enrolled students, number of students on the waiting list, and copies of student rosters with grade level information. You may choose to submit the most recent Real Time (RT) report from the IDOE's STN Center to display student enrollment information; however, rosters should be submitted separately. • Copy of student enrollment policies, including a clear description of the following: enrollment deadlines, capacity by grade level (per the charter agreement), enrollment limitations as allowed under Indiana's charter statute (i.e., sibling preference), and the procedure and timeline for working through a lottery process if necessary. • Documents pertaining to any lotteries held. 		
19	Electronic system for maintaining student records has been implemented.	<ul style="list-style-type: none"> • Written assurance that an electronic data system is in place (e.g., PowerSchool). 		
20	Student records, including records for students with special needs, have been received or requested.	<ul style="list-style-type: none"> • Written assurance from the school. 		
21	Student academic, attendance, discipline, and test records have been stored in locked cabinets.	<ul style="list-style-type: none"> • Locked storage, and/or secured electronic storage, is present at time of Pre-Opening Site Visit. 		
22	Student health records have been separated from academic records and are in locked storage in the office of the school nurse or other appropriate location.	<ul style="list-style-type: none"> • Written assurance from the school. • Copy of school health record procedures. Such procedures should be included in the school's Student and Family Handbook as well as in the school's staff training manual or business/operations handbook. • Locked storage is present at time of Inspection. 		

V. Operations

Item	Area of Review	Deliverable	Status and Follow-Up Actions	Date Completed
Target Completion: 1 month prior to the school's first day of student attendance				
23	Arrangements have been made for food service.	<ul style="list-style-type: none"> Copy of food or vendor services contract. Note that the IDOE requires certain vendor selection and contracting requirements. Please plan for a 6-month process. Evidence of appropriate state and local health department inspections and licenses 		
24	Appropriate provisions have been made for supplemental transportation of students if any is to be provided.	<ul style="list-style-type: none"> Copy of agreement with provider of supplemental transportation services, including any homeless students and/or students with disabilities whose IEPs require transportation accommodations. Copies of expanded background checks for employees of the supplemental transportation services provider. 		
25	There are written plans for such life safety procedures as fire drills and emergency evacuation.	<ul style="list-style-type: none"> Specific, detailed plan for preparing and responding to emergencies are posted in the school at the time of the Pre-Opening Site Visit. Evidence that the Department of Public Works has been contacted and a request has been made for the installation of school zone/speed limit signs 		
26	Provisions have been made for required health services and screenings, including immunization records.	<ul style="list-style-type: none"> Evidence that health services are available (e.g., school nurse on staff or contract, contract with health care clinic) as required in Indiana administrative code 511 IAC 4-1.5-6. Copies of policies for medication administration. Written plan for providing required health services (e.g., student hearing and vision). 		

		<ul style="list-style-type: none"> Immunization records or proper exemption forms. 		
27	Updated school contact information	<ul style="list-style-type: none"> Written assurance that updated school administration contact information has been provided to the IDOE Charter School Specialist and Director of the Office of School Finance for IDOE communications related to: PCSP grant reporting, per-pupil funding, state financial reporting (i.e., Form 9), and any other state reporting. 		

VI. Finance

Item	Area of Review	Deliverable	Status and Follow-Up Actions	Date Completed
	Target Completion: Within first 3 months following charter approval			
28	School has established fiscal management and oversight policies and an accounting system with internal controls	<ul style="list-style-type: none"> Copy of the school's fiscal policies and procedures. Evidence of employment of or contract with accountant, bookkeeper or other person to handle such duties. Copy of the Initial Statement adopted by the Board of Directors, as well as written assurance that the school has contracted with a Certified Public Accounting firm or Accountant to complete an Independent Accountant's Report, per Section 10.4 of the charter agreement. 		
29	A payroll system has been established	<ul style="list-style-type: none"> Contract with payroll company or evidence of employment of or contract with persons to handle payroll; and copy of deduction policy. 		

VI. Facilities, Fixtures & Equipment

Item	Area of Review	Deliverable	Status and Follow-Up Actions	Date Completed
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	Target Completion: Within first 3 to 6 months following charter approval			
30	School location identified and facility secured and/or in development	<ul style="list-style-type: none"> Written notice that a location has been identified and a facility has been secured and/or is in development. Notice should include copy of the lease or deed with the physical address of the facility clearly indicated. 		
31	Evidence of insurance coverage as stipulated in the charter agreement and required by the Indiana Charter School Board	<ul style="list-style-type: none"> Certificates of Insurance for all required insurance coverage stipulated by the ICSB and posted on the ICSB website. Verification that insurance company is licensed to do business in Indiana or in another state, if applicable, and is rated an A or better by A.M. BEST rating service. 		
32	Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled. Space is accessible to all students (including handicapped students), clean, and well-lit. If building is not required to be handicap accessible, procedures for reasonable accommodation of such persons are in place.	<ul style="list-style-type: none"> Inspection at time of Pre-Opening Site Visit. Written procedures for reasonable accommodation of handicapped persons. Require engineer or architect to provide a certification that the building complies as an E occupancy under the rules of the Fire Prevention and Building Safety commission. For existing structures, this might require the engineer or architect to issue a re-certification. 		
33	A certificate of occupancy (or statement of substantial completion) is on file, as well as any other appropriate certificates of inspection or permits.	<ul style="list-style-type: none"> Copy of certificate of occupancy or statement of substantial completion. Permits and certification for zoning. Permits and certification for land use. If applicable, state construction design release. Permits and certification related to building use. Documentation from the State Department of Health. Documentation from the county or relevant local Health Department. 		

		<ul style="list-style-type: none"> • Documentation from the State Fire Marshall or local Building Inspector. • If applicable, documentation from the local Fire Department. 		
34	Space is safe and secure; entrance and egress from the school's space is adequately controlled.	<ul style="list-style-type: none"> • Inspection at time of Pre-Opening Site Visit to ensure safety and evacuation plans in each classroom and school signage are posted. 		

EXHIBIT E

**ASSURANCES REGARDING
SPECIAL EDUCATION**

Assurances Regarding Special Education and Disability

This assurance is not legal advice. It is intended to provide general information about laws that apply to and impact charter schools. Laws and their applications in the school setting are ever-changing. You should not rely or act upon any information contained in this assurance without seeking the advice of legal counsel.

The Charter School (“**School**”) provides the following assurances regarding the provision of special education and other services to students to be enrolled in the proposed charter school.

- The School will adhere to all provisions of federal and state laws relating to students with disabilities including the IDEA, Section 504, Title II of the ADA, and 511 IAC 7 (“**Article 7**”) which are applicable to it.
- The School will, consistent with applicable law, ensure that all students with disabilities that qualify under the IDEA:
 - have available a free appropriate public education (“**FAPE**”);
 - are appropriately evaluated;
 - are provided with an Individual Education Program (“**IEP**”);
 - receive an appropriate education in the least restrictive environment (“**LRE**”);
 - are involved in the development of and decisions regarding the IEP, if appropriate, along with their parents;
 - are provided with necessary related services; and
 - have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements under IDEA or Article 7.
- The School will employ, at a minimum, a properly licensed individual to serve as a Teacher of Record for students that qualify under IDEA. The Teacher of Record’s will “monitor the implementation of the student’s IEP and ensure that appropriate individuals have access to the student’s IEP, that appropriate individuals are informed of their specific responsibilities related to implementing the IEP, and that the appropriate individuals are informed of the specific accommodations, modification, and supports that must be provided for the student.” (511 IAC 7-42-8; 511 IAC 7-32-97). The School may permit the Teacher of Record to take on additional administrative duties to the extent that they do not interfere with the coordinator’s responsibilities to ensure the School’s compliance with the IDEA.
- The School will ensure that parents of children with special needs are informed of how their children are progressing on annual IEP goals and in the general curriculum at least as frequently as parents of general education children.
- The School will abide by the applicable provisions and regulations of the IDEA, Article 7, and the Family Educational Rights and Privacy Act of 1974 (FERPA) as they relate to maintain the confidentiality of information. The School shall limit

access to and disclosure of educational records in accordance with 55 IAC 7-38-1. Additionally, the School will maintain records in accordance with 511 IAC 7-38-3.

- The School's special education coordinator will retain such data and prepare such reports as are needed by the Indiana Department of Education in order to comply with federal and state laws and regulations.
- The School will comply with its obligations under the Child Find requirements of IDEA, including 34 C.F.R. § 300.111 and 511 IAC 7-40-1, and will provide appropriate notification to parents as applicable.
- The School will provide extended school year services to students eligible under Article 7 if it is determined that such services "are necessary for the provision of free appropriate public education for the student" (511 IAC 7-36-4(d)(1)).
- The School will provide transportation for students eligible under IDEA if it is "necessary for a student to receive special education and related services as: (1) determined by the student's Case Conference Committee ("CCC"); and (2) specified in the student's IEP" (511 IAC 7-36-8(b)).
- The School will discipline students eligible under IDEA in accordance with 511 IAC 7-44. If a school disciplines a student with a disability who is covered under IDEA or Section 504 of the Rehabilitation Act and such discipline results in the student being removed from instruction for ten or more days, then the school will conduct a manifestation determination within the first ten days of removal. *See* 511 IAC 7-44-5. The manifestation determination meeting should be held with the parent and relevant members of the CCC, which reviews all relevant information in the student's file, the IEP, teacher observations, and any relevant information from the parent(s) and student.¹
 - The CCC must determine that the behavior was a manifestation of the disability if the conduct was caused by, or had a direct and substantial relationship to, the child's disability, or the behavior was a direct result of the district/school's failure to implement the IEP.
 - If the CCC determines that the conduct was a manifestation of the student's disability, then the student must be returned to instruction by the eleventh day. Also, if the child's conduct is determined to be a manifestation of their disability, a functional behavioral assessment must be conducted as well as the implementation of a behavioral intervention plan, or the CCC must review an existing behavioral intervention plan and modify it to address the behavior.

¹ Under 511 IAC 7-44-6, a student may be removed to an interim alternative educational setting for not more than 45 days if the student carried or possessed a gun or dangerous weapon, knowingly possessed or used illegal drugs, sold or solicited a controlled substance, or inflicted serious bodily injury on another at school, on school grounds, or at a school function, even if the conduct was a manifestation of his disability. However, the procedures provided therein must be followed.

- If the behavior is determined to not be a manifestation, the student may be disciplined, suspended, or expelled to the same extent as a student without a disability.² However, the student with a disability must continue to receive a FAPE during any period of removal of more than ten school days.

² 511 IAC 7-44-5(h) provides the process if a student or parent disagrees with a determination that a behavior was not a manifestation.

EXHIBIT F

TITLE IX ASSURANCES

Title IX Assurances

This assurance is not legal advice. It is intended to provide general information about laws that apply to and impact charter schools. Laws and their applications in the school setting are ever-changing. You should not rely or act upon any information contained in this assurance without seeking the advice of legal counsel.

The Charter School will comply with all provisions of Title IX to avoid discrimination on the basis of sex.

Title IX of the Education Amendments of 1972 (“**Title IX**”) is a federal civil rights law that prohibits discrimination on the basis of sex in education programs and activities. All public and private schools that receive federal funds must comply with Title IX. Specifically, pursuant to 34 CFR §§ 106.8 and 106.9, schools must disseminate a nondiscrimination policy, designate a Title IX Coordinator, and adopt and publish formal grievance procedures.

Under Title IX, impermissible sex discrimination can take the following forms: curricular offerings; extracurricular offerings; sexual harassment; sexual violence; or discriminatory treatment due to student’s pregnancy, childbirth, false pregnancy, and termination of pregnancy or recovery therefrom.

Sex Segregation

Sex segregated classes and activities are permissible under Title IX only when the segregated courses/offerings are substantially related to the achievement of an important objective such as improving the educational achievement of students; providing diverse educational opportunities; or meeting the particular, identified needs of students. If a single-sex course is provided, it must be implemented in a manner that treats male and female students even-handedly. Both coursework and extracurricular opportunities offered must be substantially equal for both sexes.

If a school establishes single-sex classes or extracurricular activities under the 2006 regulatory exception, the school must conduct a self evaluation no less than once every two years. Schools are required to use the self evaluation to ensure that:

- There is a substantial relationship between the single-sex nature of the class or activities and the achievement of the important objective;
- The single-sex classes or extracurricular activities are based on genuine justification and do not rely on overly broad generalizations about the capacities or preferences of either sex.

Sexual Harassment/Violence

If a school knows or reasonably should know about sexual harassment that creates a hostile environment, the school must promptly respond and take immediate action to eliminate the sexual harassment or prevent its recurrence.

Pregnant and Parenting Students

Under 34 C.F.R. §106.40(b), schools may not discriminate against any student “from its education program or activity, including any class or extracurricular activity, on the basis of such student's pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program.” The regulation further specifies that a school that operates a portion its program separately for pregnant and/or parenting students “shall ensure that the instructional program in the separate program is comparable to that offered to non-pregnant students.” Finally, “shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom in the same manner and under the same policies as any other temporary disability with respect to any medical . . . policy which such recipient administers, operates, offers, or participates in with respect to students admitted to the recipient's educational program or activity.”

For further guidance, you may contact the U.S. Department of Education Office, Office for Civil Rights, Chicago office at Office for Civil Rights, Chicago Office at (312) 886-8434 or OCR.Chicago@ed.gov. You may also visit the website discussing Title IX and single-sex courses at <http://www2.ed.gov/about/offices/list/ocr/t9-guidelines-ss.html> and the website discussing Title IX and sexual violence at <http://www2.ed.gov/about/offices/list/ocr/docs/dcl-factsheet-201104.html>

EXHIBIT G

FERPA ASSURANCES

FERPA Assurances

This assurance is not legal advice. It is intended to provide general information about laws that apply to and impact charter schools. Laws and their applications in the school setting are ever-changing. You should not rely or act upon any information contained in this assurance without seeking the advice of legal counsel.

The Charter School (“**School**”) provides the following assurances regarding the maintenance of and access to educational records of those children to be enrolled in the proposed charter school. The school will adhere to all provisions of federal and state laws relating to educational records, including the Family Educational Rights and Privacy Act (“**FERPA**”) and IC § 20-33-7-1.

- The School will notify “eligible” students (if the student is 18 years of age or older) and “eligible” parents (if a student is under 18 years of age) of their rights under FERPA annually.
- The School will provide access to inspect educational records to “eligible” parents/legal guardians or “eligible” student within 45 days of that request.
- “Eligible” parties may request that educational records, containing misleading or inaccurate information, be corrected. Though the School may deny this request, the “eligible” party must be allowed to add an explanation to the education setting forth his or her views.
- The School will not disclose educational records to non-“eligible” third parties without written consent from the eligible student, unless there is a specific exception that applies. For example, the School may disclose educational records in the following instances among others:
 - A “school official” has a “legitimate educational interest” in the information.
 - A student is enrolling in a different school; the former school may send the new school records under certain circumstances.
- The School may additionally disclose directory information without “eligible” student or parent consent. Directory information is “information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Examples of directory information include: name, address, email address, telephone number, birth date, club and activity participation, awards and honors received, etc. Before disclosing directory information, the School must provide public notice regarding (1) what it considers directory information; (2) an “eligible” parent’s or student’s right to restrict directory information disclosure; and (3) the time period in which the eligible party may opt out.

EXHIBIT H

OPEN ENROLLMENT ASSURANCES

Open Enrollment Assurances

This assurance is not legal advice. It is intended to provide general information about laws that apply to and impact charter schools. Laws and their applications in the school setting are ever-changing. You should not rely or act upon any information contained in this assurance without seeking the advice of legal counsel.

- The School will be open to any student who resides in Indiana (IC § 20-24-5-1), and it will admit any student that enrolls. It “may not establish admission policies or limit student admissions in any manner in which a public school is not permitted to establish admission policies or limit student admissions” IC § 20-24-5-4(a) (e.g., test scores, socioeconomic status, English Language Learner status, or race).
- The School may give enrollment preference to (1) those students who have already attended the School, and (2) “siblings of a student who attends a charter school.” IC § 20-24-5-5(c)(1).
- The School will, if it is oversubscribed (more applicants exist than there are spaces for students), hold a public random drawing (lottery), giving “each applicant an equal chance of admission.” IC § 20-24-5-5(b).

EXHIBIT I

ASSURANCES REGARDING HOMELESS CHILDREN

Assurances Regarding Homeless Children

This assurance is not legal advice. It is intended to provide general information about laws that apply to and impact charter schools. Laws and their applications in the school setting are ever-changing. You should not rely or act upon any information contained in this assurance without seeking the advice of legal counsel.

The Charter School (“**School**”) provides the following assurances regarding the provision of services to homeless children to be enrolled in the proposed charter school. The School will adhere to all provisions of federal and state laws relating to homeless children, including the McKinney Vento Homeless Assistance Act (McKinney-Vento Act) and IC § 20-50-1.

- The School will, consistent with applicable law, classify as homeless any child who “lacks a fixed, regular, and adequate nighttime residence,” including, but not limited to, a child who:
 - “shares the housing of other persons due to the child’s loss of housing, economic hardship, or a similar reason
 - Lives in a motel, hotel, or campground due to lack of alternative adequate accommodations;
 - Lives in an emergency or transitional shelter;
 - Is abandoned in a hospital or other place not intended for general habitation; or
 - Is waiting for foster care placement;”
 - Lives in a “public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.”
 - “lives in a car, a park, a public space, an abandoned building, a bus station, a train station, substandard housing, or a similar setting.” IC § 20-50-1-1
- The school will not segregate homeless children based on their homeless status. 42 U.S.C. § 11431(e)(3)(A).
- The school will identify homeless children and implement a system for advising homeless children of their rights. The school will provide written notice of the McKinney-Vento Act and the rights contained within the Act at least two times a year and at time of enrollment, if it takes place during the school year, to homeless children. See 42 U.S.C. § 11431(e)(3)(C).
- The school will ensure that eligible homeless children are provided with appropriate transportation as required by 42 U.S.C. § 11431(g)(1)(J)(iii).
- The school will identify and remove barriers “to the enrollment and retention of homeless children” 42 U.S.C. 11431(g)(1)(I) and other barriers that may cause difficulties in the educational success of homeless children and youths.

- The school shall appoint an employee to serve as a “McKinney-Vento Liaison” (IC § 20-50-1-2; 42 U.S.C. § 11431(g)(5)). The role of the liaison includes: (1) identifying homeless children in need of schooling; (2) enrolling homeless children; (3) mediating enrollment disputes; (4) ensuring that parents of homeless children are notified of the their McKinney-Vento Act rights (including educational services and transportation).

EXHIBIT J

DUE PROCESS ASSURANCES

Due Process Assurances

This assurance is not legal advice. It is intended to provide general information about laws that apply to and impact charter schools. Laws and their applications in the school setting are ever-changing. You should not rely or act upon any information contained in this assurance without seeking the advice of legal counsel.

The Charter School will comply with federal and state requirements for due process.

Any time that a student is expelled or suspended, due process must be provided by the school. Due process is required by both federal and state laws, and the requirement applies to all public schools, both traditional public schools and charters.

Student discipline requires due process because courts have held that students have property and liberty interests in an education. Expulsion and suspension deny students access to classroom instruction and thus their right to an education. While the due process and property right analysis stems from the federal Constitution, Indiana Code provides guidance regarding the grounds and procedures for both suspension and expulsion. Courts will uphold appropriate disciplinary actions so long as due process is provided to the students.

I. Statutory Guidance

IC § 20-33-8 provides the state law procedural requirements regarding student discipline. The chapter addresses both suspension and expulsion.

A. Definitions

IC § 20-33-8-3 and IC § 20-33-8-7 provide the definitions and indicate that classification turns on whether the student is separated from school attendance for a period of ten or fewer or a period exceeding ten days.

"Expulsion"

Sec. 3. (a) As used in this chapter, "expulsion" means a disciplinary or other action whereby a student:

- (1) is separated from school attendance for a period exceeding ten (10) school days;
 - (2) is separated from school attendance for the balance of the current semester or current year unless a student is permitted to complete required examinations in order to receive credit for courses taken in the current semester or current year; or
 - (3) is separated from school attendance for the period prescribed under section 16 of this chapter, which may include an assignment to attend an alternative school, an alternative educational program, or a homebound educational program.
- (b) The term does not include situations when a student is:
- (1) disciplined under section 25 of this chapter;
 - (2) removed from school in accordance with IC 20-34-3-9; or
 - (3) removed from school for failure to comply with the immunization requirements of IC 20-34-4-5.

IC 20-33-8-7

"Suspension"

Sec. 7. (a) As used in this chapter, "suspension" means any disciplinary action that does not constitute an expulsion under section 3 of this chapter, whereby a student is separated from school attendance for a period of not more than ten (10) school days.

(b) The term does not include a situation in which a student is:

- (1) disciplined under section 25 of this chapter;
- (2) removed from school in accordance with IC 20-34-3-9; or
- (3) removed from school for failure to comply with the immunization

requirements of IC 20-34-4-5.

B. Grounds

IC § 20-33-8-14 provides the grounds for suspension or expulsion stemming from student behavior on school grounds during school hours, immediately before or after school hours, in travel to or from a school activity, or off school grounds but at a school activity.

Grounds for suspension or expulsion

Sec. 14. (a) The following are the grounds for student suspension or expulsion, subject to the procedural requirements of this chapter and as stated by school corporation rules:

- (1) Student misconduct.
- (2) Substantial disobedience.

(b) The grounds for suspension or expulsion listed in subsection (a) apply when a student is:

- (1) on school grounds immediately before or during school hours, or immediately after school hours, or at any other time when the school is being used by a school group;
- (2) off school grounds at a school activity, function, or event; or
- (3) traveling to or from school or a school activity, function, or event.

And, IC § 20-33-8-15 provides the grounds required for suspension or expulsion of a student for off-campus behavior.

Unlawful activity by student

Sec. 15. In addition to the grounds specified in section 14 of this chapter, a student may be suspended or expelled for engaging in unlawful activity on or off school grounds if:

- (1) the unlawful activity may reasonably be considered to be an interference with school purposes or an educational function; or
- (2) the student's removal is necessary to restore order or protect persons on school property; including an unlawful activity during weekends, holidays, other school breaks, and the summer period when a student may not be attending classes or other school functions.

Also, except for situations in which weapons are at issue, expulsion may not extend beyond the current school year unless it is very near the end of the school year. See *S. Gibson Sch. Bd. v. Sollman*, 768 N.E.2d 437 (Ind. 2002); see also IC § 20-33-8-16.

C. Process

Students' due process rights must be protected both in suspension and expulsion; however, the procedure required for suspension is less formal than that required for expulsion. For suspension, a student must be provided informal notice and an informal hearing, which must include an opportunity to respond and an impartial fact finder, but the student does not have to be provided the opportunity to have counsel present, cross-examine witness, or present witnesses. *Goss v. Lopez*, 419 U.S. 565 (1975). For expulsion, a more formal hearing is required in order to protect the student's constitutional rights. Schools must comply with both IC § 20-33-8-19 as provided below as well as the requirements deemed necessary under federal law.

IC 20-33-8-19

Expulsion procedure; appeals

Sec. 19. (a) A superintendent of a school corporation may conduct an expulsion meeting or appoint one (1) of the following to conduct an expulsion meeting:

- (1) Legal counsel.
- (2) A member of the administrative staff if the member:
 - (A) has not expelled the student during the current school year;
 - and
 - (B) was not involved in the events giving rise to the expulsion.

The superintendent or a person designated under this subsection may issue subpoenas, compel the attendance of witnesses, and administer oaths to persons giving testimony at an expulsion meeting.

(b) An expulsion may take place only after the student and the student's parent are given notice of their right to appear at an expulsion meeting with the superintendent or a person designated under subsection

(a). Notice of the right to appear at an expulsion meeting must:

- (1) be made by certified mail or by personal delivery;
- (2) contain the reasons for the expulsion; and
- (3) contain the procedure for requesting an expulsion meeting.

(c) The individual conducting an expulsion meeting:

- (1) shall make a written summary of the evidence heard at the expulsion meeting;
- (2) may take action that the individual finds appropriate; and
- (3) must give notice of the action taken under subdivision (2) to the student and the student's parent.

(d) If the student or the student's parent not later than ten (10) days of receipt of a notice of action taken under subsection (c) makes a written appeal to the governing body, the governing body:

- (1) shall hold a meeting to consider:
 - (A) the written summary of evidence prepared under subsection

(c)(1); and

- (B) the arguments of the principal and the student or the student's

parent;

unless the governing body has voted under subsection (f) not to hear appeals of actions taken under subsection (c); and

(2) may take action that the governing body finds appropriate.

The decision of the governing body may be appealed only under section 21 of this chapter.

(e) A student or a student's parent who fails to request and appear at an expulsion meeting after receipt of notice of the right to appear at an expulsion meeting forfeits all rights administratively to contest and appeal the expulsion. For purposes of this section, notice of the right to appear at an expulsion meeting or notice of the action taken at an expulsion meeting is effectively given at the time when the request or notice is delivered personally or sent by certified mail to a student and the student's parent.

(f) The governing body may vote to not hear appeals of actions taken under subsection (c). If the governing body votes to not hear appeals, subsequent to the date on which the vote is taken, a student or parent may appeal only under section 21 of this chapter.

Schools must also take care to provide appropriate process when questioning students about acts that may lead to discipline. ***If a student is questioned in a way that constitutes “interrogation” the student must receive his/her Miranda warnings.***

Enrollment in other school corporation or charter school

IC § 20-33-8-30 addresses students who are expelled from an Indiana school corporation or charter school, who have withdrawn from an Indiana school corporation or charter school in order to avoid expulsion, who have been separated from a public or nonpublic school in another state for disciplinary reasons, or who have withdrawn from an out-of-state public or nonpublic school in order to avoid separation from school for disciplinary reasons. The students described in the preceding sentence may enroll in an Indiana public school corporation or charter school if:

- 1) the student's parent informs both the receiving school and the school that the student has left;
- 2) the receiving school corporation or charter school consents; and
- 3) the student agrees to any conditions of enrollment required by the receiving school corporation or charter school.

IC § 20-33-8-30(c) states that a school corporation or charter may withdraw its consent of the student's enrollment if the student's parent(s) fails to inform the school of the expulsion or separation or withdrawal to avoid expulsion or separation or if the student fails to comply with the terms and conditions of enrollment under 20-33-8-30(b)(3). If a school withdraws its consent of a student's enrollment, the school must provide an informal meeting that meets the requirements of IC § 20-33-8-30(d), which include:

- 1) a written or an oral statement of the reasons for the withdrawal of the consent;
- 2) a summary of the evidence against the student; and
- 3) an opportunity to explain the student's conduct.

EXHIBIT K

REQUIREMENTS FOR CONTRACTING WITH EDUCATIONAL MANAGEMENT ORGANIZATIONS

REQUIREMENTS FOR CONTRACTING WITH EDUCATIONAL MANAGEMENT ORGANIZATIONS

If, at any time, the Organizer intends to enter into a contract or make any modifications or amendments to an existing contract (together, the "**Service Contract**") with an educational management organization (the "**EMO**"), defined as any third party organization that will manage or operate the Charter School or provide any substantial portion of the staff, which is defined as at least 20% of the managerial staff or at least 50% of the instructional staff, to the Charter School, all of the following requirements must first be met by the Organizer:

1. **Submission of Service Contract.** The Service Contract shall be submitted to the Executive Director prior to its execution by the parties. If the Executive Director determines that the Service Contract does not comply with (a) the provisions set forth in this Attachment, (b) applicable law, (c) the Charter generally, or (d) otherwise is against public policy, then the Executive Director shall notify the Organizer within twenty (20) business days of receipt, stating the bases for objecting to the Service Contract. In such event, the Organizer shall not enter into the Service Contract unless and until the deficiencies noted by the Executive Director have been addressed to the Executive Director's satisfaction.

2. **Required Terms of Service Contract.** The Service Contract shall include, in substance, the following terms:

a. The Service Contract shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter. No provision of the Service Contract shall interfere with the Organizer's ability to perform its obligations under the Charter. The Organizer shall at all times remain legally responsible to the Indiana Charter Board for the operations and management of the Charter School and for ensuring that the terms and conditions of the Charter are satisfied.

b. The Service Contract shall specify a reasonable fixed term, not to exceed the term of the Charter, inclusive of renewals.

c. The Service Contract shall require the EMO to be held accountable for the performance criteria outlined in the Accountability Plan.

d. The Service Contract shall be terminable (i) at any time by the mutual written agreement of the Organizer and the EMO; (ii) by the Organizer upon any material breach of the Service Contract by the EMO; (iii) by the Organizer if the Service Contract or its implementation would serve as grounds for revocation under the Charter, would jeopardize the tax exempt or not-for-profit status of the Organizer, would create adverse tax consequences for the Organizer, or would cause the Organizer to be in violation of applicable law; (iv) by failure of the EMO to meet the performance criteria outlined in the Accountability Plan; or (v) by the Organizer or EMO upon such other grounds as are specified by the Service Contract.

e. The EMO shall furnish all information relating to its contract with the Organizer that is deemed necessary by the Organizer or the Executive Director (i) to fulfill

the Organizer's reporting requirements under the Charter, (ii) for the Indiana Charter Board's proper oversight of the Charter School operations, and (iii) as otherwise required under applicable law or the Charter. This information shall be prepared by the EMO in accordance with the uniform accounting principles prescribed by the State Board of Education and State Board of Accounts, or in such other form as may be required under applicable law or the Charter.

f. All EMO employees, contractors of the EMO, or employees of contractors of the EMO who have direct, ongoing contact with children at the Charter School within the scope of their employment, shall be subject to criminal background check requirements to the same extent as employees of the Organizer who have direct, ongoing contact with children at the Charter School within the scope of their employment.

g. The EMO shall comply with all applicable law and the terms and conditions of the Charter.

h. The Organizer shall be the recipient of all public funds that are disbursed to fund the operations of the Charter School and all other funds to which the Charter School or the Organizer is entitled.

i. The EMO shall comply with all terms and conditions established by any funding source.

j. The Service Contract shall, in its entirety, be consistent with the Organizer's status as a nonprofit entity under the Internal Revenue Code or applicable state law, including but not limited to any applicable provisions prohibiting or restricting private benefit or private inurement.

k. The Organizer's board of directors (the "Board") shall be structurally independent of the EMO and shall set and approve broad school policies, such as the budget, curriculum, student conduct, school calendars, and dispute resolution procedures.

l. The Service Contract shall not require the EMO's name to be included in or attached to the name of the Charter School.

3. Areas to be Addressed in Service Contract. The Service Contract shall address the following issues:

a. The Service Contract shall clearly delineate the respective roles and responsibilities of the EMO and the Organizer in the management and operation of the Charter School.

b. The Service Contract shall identify whether individuals who work at the Charter School are employees of the Organizer or of the EMO; or, if employment status will vary from employee to employee, shall set forth a process for determining whether the individual is an employee of the Organizer or of the EMO.

c. The Service Contract shall set forth procedures that are consistent with applicable law for determining whether assets purchased for use at the Charter School are owned by the Organizer or the EMO.

d. The Service Contract shall identify the procedures that the Organizer shall use to monitor and oversee the EMO.

e. The Service Contract shall specify the methodology for calculating the EMO's compensation, including all amounts to be paid to the EMO by the Organizer, whether as contract payments, lease payments, management fees, administrative fees, licensing fees, expenses, claims on residual revenues, or any other amounts payable to the EMO. The total amount to be paid to the EMO by the Organizer and/or any third party, including students, parents, or other organizations, under the Service Contract shall be reasonable, market rate, and commensurate with the services provided by the EMO. Compensation arrangements that grant the EMO the Organizer's or Charter School's annual operating surplus, give the EMO a percentage of all the Organizer's or Charter School's revenues, or include bonuses or incentives, must be designed in accordance with any applicable law and Internal Revenue Service guidance.

f. The Service Contract shall define the services that the EMO will provide to the Organizer.

4. Contact Information. The Organizer shall provide the Executive Director with contact information for the EMO employee or employees who will be primarily responsible for providing services under the Service Contract.

5. Conflict of Interest. Any Board member, officer of the Organizer, or individual who is to hold a leadership position in the operation of the Charter School, including any administrative position (together, "**Interested Persons**"), any family member of any Interested Person, or any organization in which the Interested Person has a more than a 2% ownership position, which has any direct or indirect financial interest in the EMO, must disclose to the Board, or to a committee designated by the Board as having the authority to review potential conflicts of interest, the existence of his or her financial interest and may be given the opportunity to disclose facts material to that interest to the Board or committee. A "financial interest" includes any current or potential ownership interest in, investment interest in, or compensation arrangement with the EMO. The term "family member" includes any spouse, parent, child, or sibling of the Interested Person. The disinterested members of the Board or committee, (that is, all members except for any Interested Person) will evaluate the impact of the Interested Person's financial interest, assess whether a conflict of interest arises from the financial interest, and determine what action, if any, is appropriate with regard to the financial interest and any conflict of interest. The Board or committee shall conduct whatever additional investigation is considered appropriate under the circumstances.

6. Negotiation of Service Contract and Legal Counsel. The Service Contract shall be reached by the Organizer and the EMO through arm's length negotiations in which the Organizer shall be represented by legal counsel. Such legal counsel shall not also represent the EMO.

7. Board Approval. The Board shall formally approve the Service Contract.